



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Commissioners

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Executive Director

March 30, 2004

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE ENVIRONMENTAL DOCUMENTATION AND A COMMUNITY
DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT WITH
CENTURY VILLAGES AT CABRILLO, INC. (4)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the attached Environmental Assessment and Mitigated Negative Declaration prepared pursuant to requirements of the California Environmental Quality Act (CEQA), together with any comments received during the public review process, to construct a new 6,000 square foot facility at the Mary McLeod Bethune Transitional Center for Homeless Students, to be located on a 21,000 square foot site at 2101 San Gabriel Avenue, in the City of Long Beach.
2. Find that the development of the project described above, with the inclusion of the mitigation measures identified in the attached Mitigation and Monitoring Plan, and required as a condition of project approval, will not have a significant effect on the environment; approve the attached Environmental Assessment and Mitigated Negative Declaration; find that the project will have no adverse effect on wildlife and resources; and authorize the Executive Director of the Community Development Commission to complete and file with the County Clerk a Certificate of Exemption for the project described above.
3. Find that the Environmental Assessment and Mitigated Negative

Declaration reflect the independent judgment of the County of Los Angeles, and instruct the Executive Director to file with the County Clerk a Notice of Determination, as required by CEQA; and instruct the Executive Director to take any and all actions necessary to complete the implementation of this environmental review action for the project described above.

4. Approve a Community Development Block Grant (CDBG) Reimbursable Contract with Century Villages at Cabrillo, Inc., presented in substantially final form, to provide operating costs and to construct a new and expanded facility for the Mary McLeod Bethune Transitional Center for Homeless Students, using \$1,000,000 in CDBG funds allocated to the Fourth Supervisorial District, to be effective following approval as to form by County Counsel and execution by all parties, through June 30, 2005.
5. Instruct the Executive Director, on behalf of the County of Los Angeles, to execute four copies of the attached standard CDBG Reimbursable Contract and all necessary amendments thereto.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

On May 27, 2003, your Board approved the 2003-2004 One-Year Action Plan for the Twenty-ninth Program Year (July 1, 2003 through June 30, 2004) to receive CDBG funds from the U.S. Department of Housing and Urban Development (HUD) for the purposes of meeting the County's housing and community development needs. The proposed CDBG Reimbursable Contract is consistent with the purposes set forth in the Action Plan.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract will be funded with a total of \$1,000,000 in CDBG funds allocated to the Fourth Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Century Villages at Cabrillo, Inc., a non-profit organization, is the development entity for Century Housing Corporation. It developed the Villages at Cabrillo, a planned residential community to provide housing and social services for approximately 450 homeless veterans and families.

As part of the agency's effort to assist the homeless, it has leased the Mary McLeod Bethune Transitional Center for Homeless Students, and its support facilities, to the Long Beach Unified School District, which operates the center.

The center currently occupies two trailers, totaling 2,400 square feet, and provides approximately 40 homeless students between the ages of five and 18, for a period up to 20 days, with the following services: educational evaluation and placement; parental consultation; and necessities such as clothing, personal hygiene items, and medical evaluation. Students reside at the Villages at Cabrillo, or are transported from designated street corners within the Fourth Supervisorial District to the center. After the assessment period, students are sent to local schools.

The agency plans to construct a new and expanded facility that supports the center. The new 6,000 square foot building will include: classroom space; restrooms with shower facilities; storage areas for donated materials and educational supplies; a parental education center; kitchen and laundry facilities; playground improvements; and a community clinic to provide basic medical care for students and residents of the Villages at Cabrillo. Once construction is complete, the Long Beach Unified School District will continue to operate the center.

To provide space for the new building, two of the three unoccupied structures on the site will be demolished. Before demolition, any asbestos-containing materials and lead-based paint will be removed and disposed of, consistent with applicable regulations.

CDBG funds will be used for a portion of personnel expenses for a project manager, controller, and accountant; and non-personnel costs for design, architectural, engineering, consulting services, and environmental permits and fees. CDBG funds will also pay capital costs for building construction and site work including grading, utilities, lead-based paint testing and abatement, asbestos testing and abatement, demolition costs, debris removal, foundations, fencing, and permanently affixed playground equipment.

The CDBG Reimbursable Contract is being federally funded, and is not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the Century Villages at Cabrillo, Inc. will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

The minority and female composition of the Board of Directors and staff of Century Villages at Cabrillo, Inc. is provided with this letter as Attachment A.

The attached standard CDBG Reimbursable Contract is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

An Environmental Assessment (Attachment B) was prepared for the project pursuant to the requirements of the National Environmental Policy Act of 1969 (NEPA). This document describes the proposed project, evaluates the potential environmental effects, and describes the mitigation measures necessary to avoid potentially significant environmental effects from the project. Based on the conclusions and findings of the Environmental Assessment, a Finding of No Significant Impact was approved by the Executive Director of the Community Development Commission on February 18, 2004. Following the required public and agency comment period, the U.S. Department of Housing and Urban Development issued a Release of Funds for the project on March 5, 2004.

Consistent with the provisions of the CEQA Guidelines, Article 14, Section 15221, notice was provided to the public that the Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. The Environmental Assessment and Mitigated Negative Declaration (Attachment C) was circulated for public review as required by state and local law, and the Environmental Assessment and Mitigated Negative Declaration, in conjunction with the Mitigation and Monitoring Plan (Attachment D), meets the requirements of CEQA.

Approval of the Environmental Assessment and Mitigated Negative Declaration, including the Mitigation and Monitoring Plan, and filing a Notice of Determination with the County Clerk will satisfy CEQA requirements. A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk. The County is exempt from paying this fee when your Board finds that the project will have no significant impact on wildlife resources. The project is located in an urban setting, and the Environmental Assessment and Mitigated Negative Declaration concludes there will be no adverse effect on wildlife resources.

The environmental review record for this project is available for viewing by the public during regular business hours at the Commission's main office, located at 2 Coral Circle, Monterey Park.

Honorable Board of Supervisors

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IMPACT ON CURRENT PROJECT:

The project meets the HUD national objective of serving at least 51 percent low- and moderate-income persons, and will provide an expanded transitional center and services for homeless students.

Respectfully submitted,

CARLOS JACKSON

Executive Director

Attachments: 4

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT WITH CENTURY VILLAGES AT CABRILLO, INC.

Participation of Minorities and Women

Board of Directors

Total: 10
3 Minorities
3 Women
30% Minority
30% Women

Employees

Total: 56
29 Minorities
36 Women
52% Minority
64% Women

The Commission encourages the participation of minorities and women in the contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the Century Villages at Cabrillo, Inc.

The recommendation to approve the CDBG Reimbursable Contract with the Century Villages at Cabrillo, Inc. is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.

Project Name and Identification Number: Bethune Transition Center Construction Project

HUD – NEPA- ENVIRONMENTAL ASSESSMENT

- Project Name:** Bethune Transition Center Construction Project
- Project Location:** The project site is located in the City of Long Beach in Los Angeles County, California. The 0.48-acre site is located at 2101 San Gabriel Avenue, just northwest of Willard Street. Figure 1 shows the regional location of the project, Figure 2 shows the location of the project within Long Beach, and Figures 3a and 3b show the existing site conditions and the surrounding land uses, respectively.
- Assessor's Parcel Number(s):** 7402-014-001
- Statement of Need:** The proposed project is consistent with the guidelines of the CDBG program. The project provides for the development of classroom space and accessory facilities.
- Project Description:** The proposed project involves the development of an approximately 6,000-square foot building on a 21,000-square-foot site at 2101 San Gabriel Avenue in the City of Long Beach. The structure is expected to contain classroom space, space for a community clinic, administrative space, restroom facilities, storage space, and a kitchen. A laundry facility and a garage will be demolished.

HUD - NEPA - Environmental Assessment

Project Name and Identification Number: Bethune Transition Center Construction Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Land Development							
Conformance With Comprehensive Plans and Zoning	X						The site is currently occupied by three vacant buildings, including a garage and Laundromat. The project would involve the development of a classroom building and would not conflict with any zoning or land use designations.
Compatibility and Urban Impact	X						The project site is located in the former Naval Cabrillo military housing complex. Surrounding land uses include a daycare center north of the project site, a preschool to the south, the Terminal Island Freeway to the west, and Cabrillo High School to the east across San Gabriel Avenue (a). The project would be compatible with the scale and type of surrounding development. No adverse urban impacts would result from the project.
Slope	X						The project site is flat (a). The project would not involve major topographic modifications or create any significant erosion or sedimentation problems.
Erosion	X						There is no evidence of any substantial erosion problems onsite (a).
Soil Suitability	X						There is no evidence of soil suitability problems on the project site (a). Routine soil tests would need to be conducted to determine foundation design parameters for the new structure.
Hazards and Nuisances, Including Site Safety					X		The project site does not display any evidence of conditions that may be hazardous or that would affect site safety. During field reconnaissance, a brick pile and collection of appliances were observed on the project site (a). A Phase I Environmental Site Assessment (ESA) was conducted for the project site in November 2003 by Asbestos, Environment & Safety (b). That report identified both asbestos-containing materials and lead-based paint on the exterior of the former laundry building. Removal of the laundry building must therefore be conducted by contractors that are certified for work with materials containing asbestos and lead-based paint.
Energy Consumption	X						Project operation would incrementally increase the consumption of electricity and natural gas. However, because these resources are available both locally and regionally, no significant impact to the availability of energy resources is expected over the long-term. The project would comply with state energy conservation requirements.
Noise							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						Project construction would generate short-term noise level increases. Local noise ordinances would apply. The project site is located within a relatively quiet area, with the only major source being the Terminal Island Freeway.

HUD - NEPA - Environmental Assessment

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							<p>The ambient noise level would not exceed HUD thresholds for classroom uses.</p> <p>Operational activities associated with the proposed project would not generate substantial noise and would not significantly affect surrounding land uses. The proposed project would add up to about 158 average daily vehicle trips to local roadways (c). This would incrementally increase roadway noise levels, but the increase would not be audible or cause an exceedance of HUD noise standards.</p>
Air Quality							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						<p>The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, and fine particulate matter (PM₁₀). Project users would therefore be exposed to potentially unhealthy ambient air because this regional condition cannot be feasibly mitigated. Traffic associated with the project would incrementally increase air pollutant emissions, but such emissions would not exceed locally adopted significance thresholds or hinder attainment of federal air quality standards (d).</p> <p>Existing SCAQMD regulations restrict the emissions of dust and fumes during construction, and the project would be required to conform to these requirements (d).</p>
Environmental Design and Historic Values							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale	X						<p>The project would involve the development of a single classroom building in an area developed with various educational facilities (a). The project would be compatible with the visual context and land use pattern of the project vicinity.</p>
Historic, Cultural, and Archaeological Resources					X		<p>Historic and archaeological evaluations have been completed and are attached as appendices to this environmental assessment. The project is not expected to disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.</p>
Socioeconomic Conditions							
Demographic/Character Changes	X						<p>The proposed project would provide educational facilities and would not change the demographic character of the area.</p>
Displacement	X						<p>The project site is developed with abandoned buildings (a). No displacement would occur.</p>

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Employment and Income Patterns	X						The project would generate short-term employment opportunities during construction. No adverse impacts to employment or income patterns are expected.
Community Facilities and Services							
Educational Facilities		X					The proposed project would provide additional educational facilities and would therefore be beneficial.
Commercial Facilities	X						The project would not adversely affect commercial facilities.
Health Care		X					The proposed project would not affect any existing health care services. The project would include a community health clinic and would therefore be beneficial with respect to health care services.
Social Services	X						The proposed project would not affect social services in the area.
Solid Waste	X						Construction activity would generate solid waste in the short-term. All construction activity would be required to implement local policies concerning recycling/reuse of construction wastes. The proposed project may incrementally increase the generation of solid waste over existing conditions. This increase is not expected to significantly affect area landfills.
Waste Water	X						The proposed project would increase wastewater generation over current conditions, but would generate less wastewater than the former onsite Laundromat. Wastewater infrastructure is in place at the project site and would be adequate to accommodate wastewater from the proposed project.
Storm Water	X						The project site is partially unpaved, with some remnant areas of a former parking lot (a). Project development would incrementally increase the amount of impervious surfaces on-site, which could incrementally increase runoff from the site. However, the area storm drain system is in place and has been sized for urban development. Storm sewers would be installed on the site as part of project development and would be adequately sized to accommodate runoff from the site.
Water Supply	X						The proposed project would incrementally increase water demand over existing conditions, but is expected to generate less demand than the former Laundromat on the project site.
Public Safety Police	X						The Long Beach Police Department, located at 100 Long Beach Boulevard (about 4 miles southeast of the site), provides police protection services in the project vicinity (e). The proposed project would incrementally increase demand for police protection services, but significant impacts are not anticipated.
Fire	X						The Long Beach Fire Department Station 13 would provide

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							fire protection to the site. It is located at 2475 Adriatic Avenue, about 1 mile northeast of the project site (f). The proposed project would incrementally increase demand for fire protection; however, the project would comply with applicable Fire Code requirements. Significant impacts would not occur.
Emergency Medical	X						The Long Beach Fire Department would provide emergency medical services for the project (f). Victims would be taken to St. Mary's Medical Center, about 3 miles east of the project site. The proposed project would incrementally increase the demand for paramedic and emergency medical services. However, this increase would not significantly affect the provision of emergency medical services.
Open Space And Recreation							
Open Space	X						The project would not adversely affect any areas designated as public open space.
Recreation	X						The proposed project would not affect any recreational areas. The project would provide additional educational facilities in the area.
Cultural Facilities	X						The proposed project would not adversely affect any cultural facilities (a).
Transportation	X						The proposed project would generate up to about 158 average daily vehicle trips (c). This would incrementally increase traffic on roadways in the immediate project vicinity, but is less than the 500-trip threshold at which the County of Los Angeles normally requires a traffic study. Therefore, significant impacts to transportation systems are not anticipated.
Natural Features							
Water Resources	X						The proposed project would not affect water resources (a).
Surface Water	X						No surface water is located onsite or in the immediate site vicinity (a). Therefore, no impacts to surface water would occur.
Watercourses	X						There are no watercourses within the vicinity of the project area (a). No impact to watercourses is anticipated.
Unique Natural Features and Agricultural Lands	X						The proposed project would not affect any natural features. No active agricultural lands are present within or adjacent to the project area (a).
Vegetation and Wildlife	X						The project site contains ruderal vegetation and several mature trees. No important biotic communities exist, and no wildlife was observed onsite (a). Therefore, the project would not affect sensitive vegetation or wildlife.
Long-Term Effects							
Growth-Inducing Impacts	X						The proposed project would provide educational facilities and would not directly or indirectly induce population

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							growth. Rather, the project is intended to serve the existing population in the area. The project would not require the extension of infrastructure or roadways since the site has been developed in the past. Therefore, the project's potential to induce growth is not considered significant.
Cumulative Effects	X						The proposed project would provide infill development in an urbanized area. While it would increase the intensity of development on the project site, it would not result in any significant impacts that would be cumulatively considerable.

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Project Name and Identification Number: Bethune Transition Center Construction Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
1. Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					X	Historic and archaeological assessments have been conducted and are attached as appendices to this environmental assessment. Though archaeological resources are not known on-site, work should be halted temporarily in the event that as yet undiscovered resources are uncovered during grading.
2. Floodplain Management 42 FR 26951	X					The project site is characterized as zone "X" on the FEMA Federal Insurance Rate Map, indicating that the site is outside the 100-year flood zone (g).
3. Wetlands Protection 42 FR 26951	X					No wetlands are located on or near the project site (a).
4. Coastal Zone Plan 16 U.S.C. 1451	X					The project site is not located in a coastal zone (a).
5. Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	X					No sole source aquifers are located in the site vicinity.
6. Endangered Species 16 U.S.C. 1531	X					The project site is in an urbanized area. No endangered species are located in the area.
7. Wild and Scenic Rivers 16 U.S.C. 1271	X					No wild or scenic rivers are located in the site vicinity (a).
8. Air Quality Protection 42 U.S.C. 7401	X					The project site is located in the South Coast Air Basin, which is a nonattainment area for ozone, carbon monoxide, and fine particulate matter (PM ₁₀). Project users would therefore be exposed to potentially unhealthful ambient air because this regional condition cannot be feasibly mitigated. Traffic associated with the project would incrementally increase air pollutant emissions, but such emissions would not exceed locally adopted significance thresholds or hinder attainment of federal air quality standards (d). Existing SCAQMD regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements (d).
9. Farmland Protection 7 U.S.C. 4201	X					No agricultural uses are located on-site or in the vicinity of the project (a).
10. Environmental Justice Executive Order 12898	X					The project would provide employment opportunities in the community during construction and would provide additional educational facilities. The project would not expose low-income or minority populations to any environmental justice concerns.

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Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
11. HUD Environmental Standards, 24 CFR 51 as amended						
a. Noise Abatement 24 CFR 51B	X					<p>Project construction would generate short-term noise level increases. Local noise ordinances would apply.</p> <p>The project site is located within a relatively quiet area, with the only major source being the Terminal Island Freeway. The ambient noise level would not exceed HUD thresholds for classroom uses.</p> <p>Operational activities associated with the proposed project would not generate substantial noise and would not significantly affect surrounding land uses. The proposed project would add up to about 158 average daily vehicle trips to local roadways (c). This would incrementally increase roadway noise levels, but the increase would not be audible or cause an exceedance of HUD noise standards.</p>
b. Landfill Hazards CPD Letter 79-33	X					The project site is not subject to any known landfill hazards (a).
c. Upset Hazards 24 CFR 51B	X					The project site is not subject to any known upset hazards (a).
d. Flammable Oper. 24 CFR 51C	X					The project site is not subject to any known flammable operations or explosives (a).
e. Toxic/Radioactivity HUD Notice 79-33	X					The project site is not subject to any known toxic substances or radioactivity (a). Also, see discussion of "Hazards and Nuisances, Including Site Safety."
f. Airport Clear Zones 24 CFR 51D	X					The project site is not near an airport, and is not located in an airport clear zone (h).

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Summary of Findings and Conclusions:

The proposed project involves the development of a 6,000 square foot building to house classrooms, administration space, restrooms, a kitchen, and storage space. The project site is in an area characterized by other education facilities, including a daycare and a pre-school. The proposed project would be compatible with the scale and visual character of the surrounding area. The project would not generate any significant noise impacts.

The project site is generally flat. The site is occupied by three vacant buildings and contains remnants of surface parking areas. Threatened or endangered wildlife was not observed on the site, nor is it expected to occur. Watercourses or water resources are not located in the project area, and the project is located in an area with minimal flooding potential. The proposed project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater.

The project would not significantly affect public facilities or public services. Implementation of the project would create short-term employment opportunities during construction, and would not affect long-term employment patterns. The proposed project is not expected to disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.

The project would conform to all applicable federal, state, and regional air pollution control regulations, both short- and long-term, and would not significantly affect local or regional air quality. The project would incrementally increase daily traffic volumes in the immediate area; however, project-generated traffic would not significantly affect local roadways. The site contains some asbestos-containing materials and lead-based paint; mitigation is recommended to ensure the safe handling of these contaminants. The project is not expected to create any hazards.

Summary of Environmental Conditions:

The project site is currently developed with three vacant buildings and remnants of surface parking. Vegetation consists of grass and some mature trees. Wildlife was not observed on-site.

Project Modifications and Alternatives Considered:

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

Mitigation Measures Required:

The following mitigation measures are required:

- 1. Hazards and Nuisances, Including Site Safety.** Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the

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Project Name and Identification Number: Bethune Transition Center Construction Project

demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.

2. **Historic, Cultural, and Archaeological Resources.** Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

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References:

- a. Melissa Mascali, Environmental Analyst, Rincon Consultants, Site Visit, December 2, 2003. (FIELD)
- b. Asbestos, Environment, & Safety, *Phase I Environmental Site Assessment, Villages at Cabrillo Old Laundry Facility, Long Beach, California, 90813*, November 10, 2003. (PRINTED)
- c. Institute of Transportation Engineers, Trip Generation, 6th Edition, 1997. (PRINTED)
The analysis assumed a trip rate of 4.52 average daily trips per student and an average classroom size of 35 students.
- d. South Coast Air Quality Management District (November 1993), CEQA Air Quality Handbook. (PRINTED)
- e. Long Beach Police Department, Official Website, <http://www.longbeachpd.org>, accessed December 15, 2003. (ELECTRONIC)
- f. Long Beach Fire Department, Official Website, <http://www.ci.long-beach.ca.us/fire/>, accessed December 15, 2003. (ELECTRONIC)
- g. FEMA Flood Insurance Rate Map (FIRM), panel no. 060136 0010C, revised July 6, 1998. (PRINTED)
- h. Thomas Brothers Maps, Los Angeles County, 2003. (PRINTED)

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1. Is the project in compliance with applicable laws and regulations? ☒ Yes ☐ No
2. Is an EIS required? ☐ Yes ☒ No
3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. ☒ Yes ☐ No

Basic Reasons Supporting Decision:

The proposed project involves the development of a 6,000 square foot building to house classrooms, administration space, restrooms, a kitchen, and storage space. The project site is in an area characterized by other education facilities, including a daycare and a pre-school. The proposed project would be compatible with the scale and visual character of the surrounding area. The project would not generate any significant noise impacts.

The project site is generally flat. The site is occupied by three vacant buildings and contains remnants of surface parking areas. Threatened or endangered wildlife was not observed on the site, nor is it expected to occur. Watercourses or water resources are not located in the project area, and the project is located in an area with minimal flooding potential. The proposed project would not consume substantial quantities of water or energy or generate substantial quantities of solid waste or wastewater.

The project would not significantly affect public facilities or public services. Implementation of the project would create short-term employment opportunities during construction, and would not affect long-term employment patterns. The proposed project is not expected to disturb either historic or archaeological resources; nevertheless, if previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.

The project would conform to all applicable federal, state, and regional air pollution control regulations, both short- and long-term, and would not significantly affect local or regional air quality. The project would incrementally increase daily traffic volumes in the immediate area; however, project-generated traffic would not significantly affect local roadways. The site contains some asbestos-containing materials and lead-based paint; mitigation is recommended to ensure the safe handling of these contaminants. The project is not expected to create any hazards.

The following mitigation measures are required:

1. **Hazards and Nuisances, Including Site Safety.** Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.

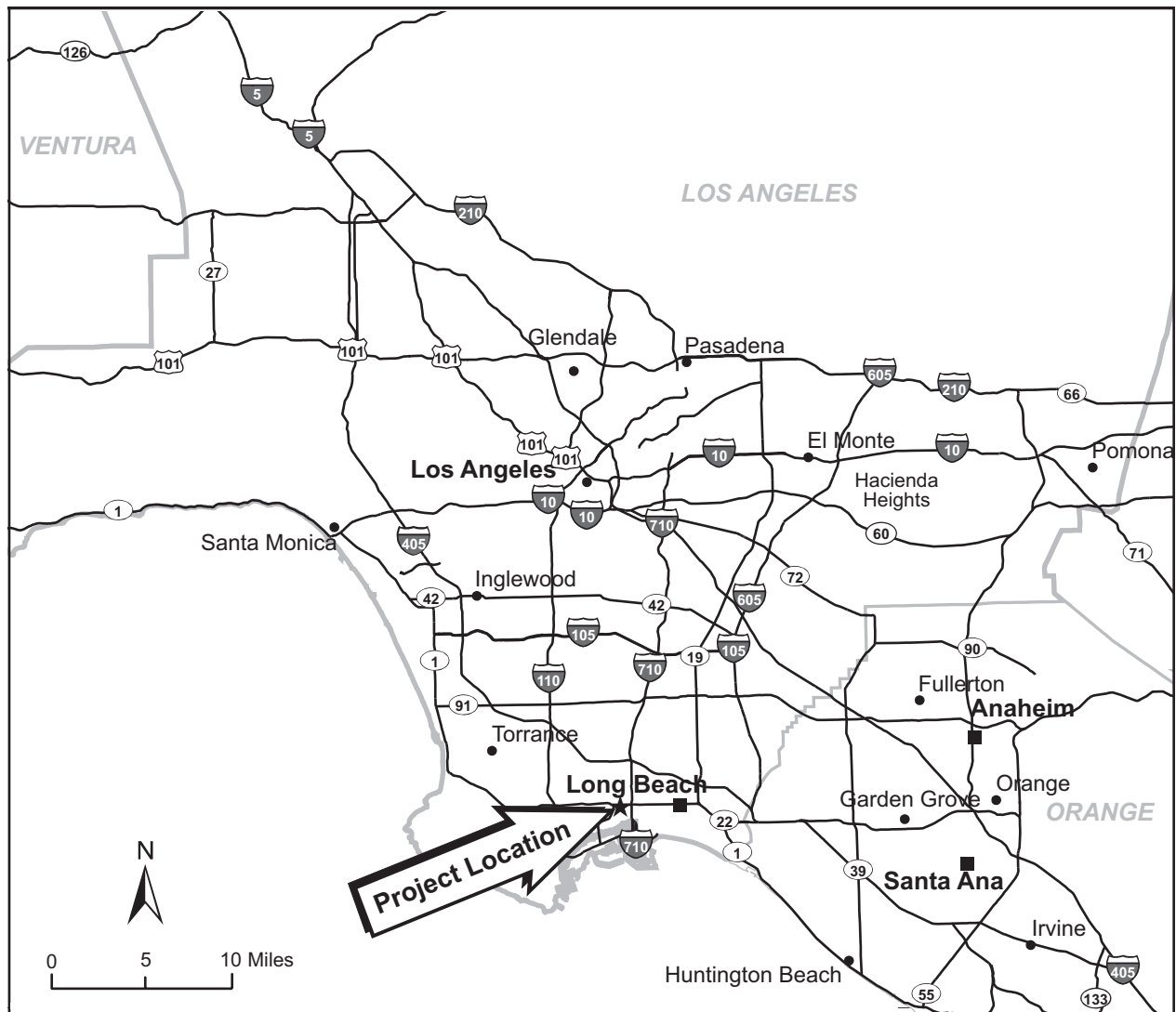
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Project Name and Identification Number: Bethune Transition Center Construction Project

- 2. Historic, Cultural, and Archaeological Resources.** Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
- 3. Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

The proposed project is not expected to contribute to significant impacts to the environment and a Finding of No Significant Impact can be made.

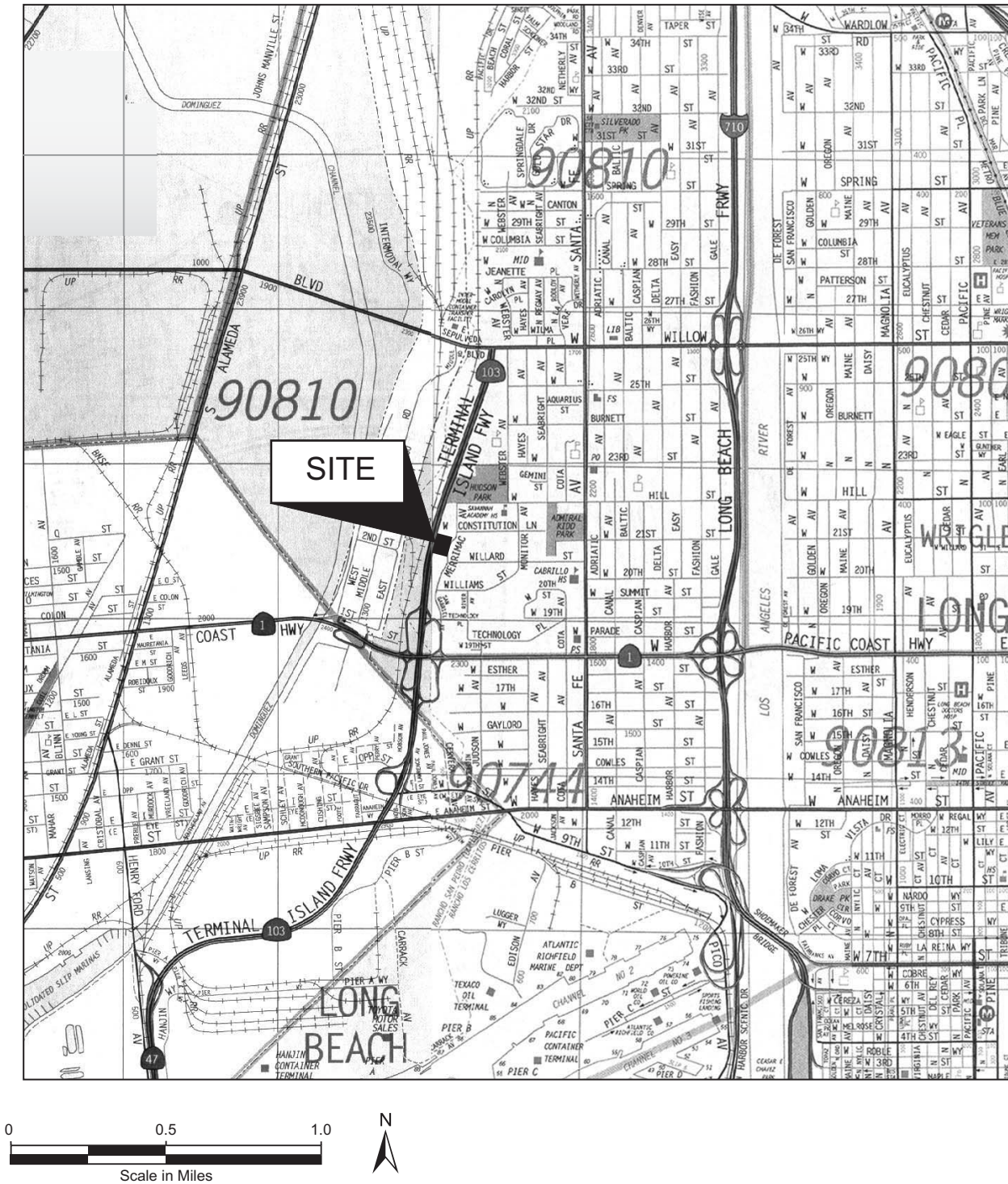
Prepared by:	<u>Melissa Mascali, MESM</u>	Title:	<u>Environmental Analyst, Rincon Consultants, Inc.</u>
Date:	<u>December 22, 2003</u>		
Concurred in:	<u>Donald Dean</u>	Title:	<u>Environmental Officer, Community Development Commission of the County of Los Angeles</u>
Date:	<u>December 22, 2003</u>		



Regional Location

Figure 1
LACDC





Project Site Location

Figure 2
LACDC



View of project site looking southwest. Building at left is the former laundromat.



View of project site from San Gabriel Avenue, looking southwest.



View of garage at north end of project site, looking west from San Gabriel Avenue.

Existing Site Conditions

Figure 3a

LACDC



Daycare center north of project site on San Gabriel Avenue.



Ball fields across San Gabriel Avenue from project site, looking northeast.



View looking east down Willard Street from project site. Ball fields just out of view to the left.

Surrounding Land Uses

Figure 3b

LACDC



**NEGATIVE PHASE I ARCHAEOLOGICAL SURVEY
OF APPROXIMATELY 0.48 ACRE FOR THE
BETHUNE TRANSITION CENTER CONSTRUCTION PROJECT
2101 SAN GABRIEL AVENUE
CITY OF LONG BEACH, LOS ANGELES COUNTY,
CALIFORNIA
(USGS 7.5' Long Beach Quadrangle)**

Prepared for:
**Los Angeles County
Community Development Commission**
2 Coral Circle
Monterey Park, California 91755
Contact: Donald Dean

Prepared by:
Conejo Archaeological Consultants
2321 Goldsmith Avenue
Thousand Oaks, California 91360
805/494-4309
Author: Mary Maki



Document No. 03-201
December 10, 2003

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

CDC Project Name: Bethune Transition Center Construction Project	Location: 2101 San Gabriel Ave., Long Beach, Los Angeles County	Thomas Bro. Grid: Pg.795/A-4	Assessor Parcel No. 7402-014-001	CDC Contact: Donald Dean Environmental Officer (323) 890-7186
--	---	--	--	---

This report was prepared at the request of Donald Dean of the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the Bethune Transition Center Construction Project. Federal funds will be used in the construction of an approximately 6,000 square foot building on a 0.48-acre site at 2101 San Gabriel Avenue in the City of Long Beach (Exhibits 1, 2 & 3). The structure is expected to contain classroom space, administrative space, restroom facilities, storage space, and a kitchen. Three existing structures on the property will be demolished.

This archaeological study was undertaken in compliance with the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). This study also meets the cultural resource guidelines, policies and procedures as established by the United States Department of Housing and Urban Development (HUD), and the Los Angeles County Planning Department.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results, field survey findings and the extent of previous ground disturbances within subject property, no impacts to archaeological resources are anticipated from development of the Bethune Transition Center Construction Project. No further archaeological investigations are warranted prior to project approval. In the unexpected event that buried prehistoric or historic materials are encountered during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project APE is located at 2101 San Gabriel Avenue in the City of Long Beach, Los Angeles County. The APE consists of a 0.48-acre rectangular parcel, which lies within the former Naval Cabrillo military housing complex. There are three, vacant, single-story structures within the project APE, including a Laundromat. The project APE is bordered by a daycare center to the north, San Gabriel Avenue to the east, a preschool to the south, and the Terminal Island

Freeway to the west. The unpaved portions of the project APE are covered by weedy vegetation. The Dominguez Channel is located approximately 457 meters (1,500 ft.) to the west of the project APE.

Cultural Environment:

Prehistory. The project APE lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

History. The following information is taken from Asbestos, Environment & Safety's 2003 Phase I Environmental Site Assessment of the project APE.

The U.S. Government took possession of the site from individual owners in 1940-1941. The Navy held title of the property until transferred to the City of Long Beach in 1996. Title was then transferred to the Los Angeles Veterans Initiative and finally to the Century Villages at Cabrillo, who hold title to this date. Review of aerial photographs indicates that the project APE was part of a larger agricultural field in 1928. The 1947 aerial photograph shows several multi-family residences on the subject property. In 1953, the subject property land use appeared unchanged from the 1947 aerial. In the 1968 aerial photograph, the multi-family residences were gone and the subject property appears as it does today with three buildings upon it. No Sanborn Fire Insurance Maps were available for the subject property.

IV. SOURCES CONSULTED

South Central Coastal Information Center (SCCIC), CSU Fullerton, USGS 7.5' Quadrangle – Long Beach	December 1, 2003 Conducted by Mary Maki
National Register of Historic Places (NRHP)	National Park Service 2003
California Historic Landmarks	2003 Office of Historic Preservation California Dept. Parks and Recreation
California Points of Historical Interest	1992
California State Historic Resources Inventory	Updated quarterly 2003

Results:

One archaeological site, CA-LAN 2788, is recorded within a 0.5-mile radius of the project APE. CA-

LAN-2788 is located near the outer edge of the 0.5-radius and will not be directly or indirectly impacted by project construction. Four surveys are recorded within a 0.5-mile radius of the project APE. The area now known as the Villages at Cabrillo, which includes the project APE, was surveyed by Broken Fragments in 1993 (Hector et al. 1993). Broken Fragments recorded no archaeological sites within or adjacent to the project APE.

The listings of the National Register of Historic Places (NRHP) (National Park Service 2003), California Historical Landmarks (Office of Historic Preservation 2003a) and California Points of Historical Interest (Office of Historic Preservation 1992) include no properties within a two-block radius of the project APE. There is no City of Long Beach Historic Landmark within a two-block radius of the project APE (City of Long Beach 2003).

The California State Historic Resources Inventory (Office of Historic Preservation 2003b) lists no properties within a two-block radius of the project APE that have been evaluated for historical significance.

The 1925/1931 USGS 15' Wilmington Quadrangle shows no development within or adjacent to the project APE.

Historian Judy Triem's Section 106 review of the project APE's built environment identified no significant historic structures or districts (Triem personal communication).

V. FIELD METHODS

The APE was surveyed by archaeologist Mary Maki on December 1, 2003 (Exhibits 2 & 3). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 15 years archaeological experience in southern California.

The APE's boundaries were clearly delineated by a chain link fence. Approximately 75-percent of the APE is built or paved over. The remaining portion of the project APE is covered by dense weedy vegetation. Linear transects spaced three meters (10 ft.) apart were used to survey the undeveloped areas. Ground surface visibility was poor across most of the project APE. No evidence of prehistoric or historic resources was observed in the few locations where the ground surface was visible. Soil in the project area consists of a coarse sandy loam. The ground surface throughout the entire APE has been extensively disturbed by agricultural activity, the construction and demolition of the multi-family residences that once stood on the property, and the construction of the existing three structures.

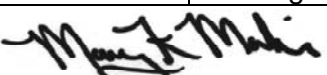
VI. REMARKS

The SCCIC record search results did not identify any recorded prehistoric or historic resources that would be impacted by project implementation. Conejo's December 2003 field survey results were hindered by the lack of ground surface visibility. However, Broken Fragments surveyed the project site and the surrounding area to the north, east and south in 1993. Historic land use of the project site includes agricultural production, construction and demolition of multi-family housing units, and construction of the three existing structures. All of these land uses have resulted in extensive ground disturbance within the project APE.

Based on the record search findings, field survey results and the extensive degree of ground disturbance that has occurred within the project APE, the proposed project is expected to have no impact on archaeological resources. Therefore, no further archaeological investigation is warranted prior to project approval as long as the following two recommendations are incorporated as conditions of project construction:

1. In the event that archaeological resources are exposed during project construction, all earth disturbing work within the APE must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 15 Years So. CA arch experience
Signature: 	Date: December 10, 2003	

VIII. MAPS

Project Vicinity ☒ USGS 7.5' Long Beach Quad 1964, 1981 ☒ Archaeological APE ☒

IX. PHOTOGRAPHS

Yes ☒

No ☐

Attached Yes ☒ No ☐ (See Title Page)

X. CITATIONS

Asbestos, Environmental & Safety

- 2003 Phase I Environmental Site Assessment, Villages at Cabrillo, Old Laundry Facility, Long Beach, California 90813. Prepared for Cantwell Anderson, 733 South Hindry Avenue, Suite 102, Inglewood, California 90301-3005. November 10, 2003.

Bean, Lowell John and Charles R. Smith

- 1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

McCawley, William

- 1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

Hector, Susan, William Manley and Carson Anderson

- 1993 Historic and Archaeological Inventory and Eligibility Survey for Savannah and Cabrillo Family Housing, Naval Station Long Beach, California, Contract N68711-92-M-4892. On file at the South Central Coastal Information Center, CSU Fullerton.

Long Beach, City

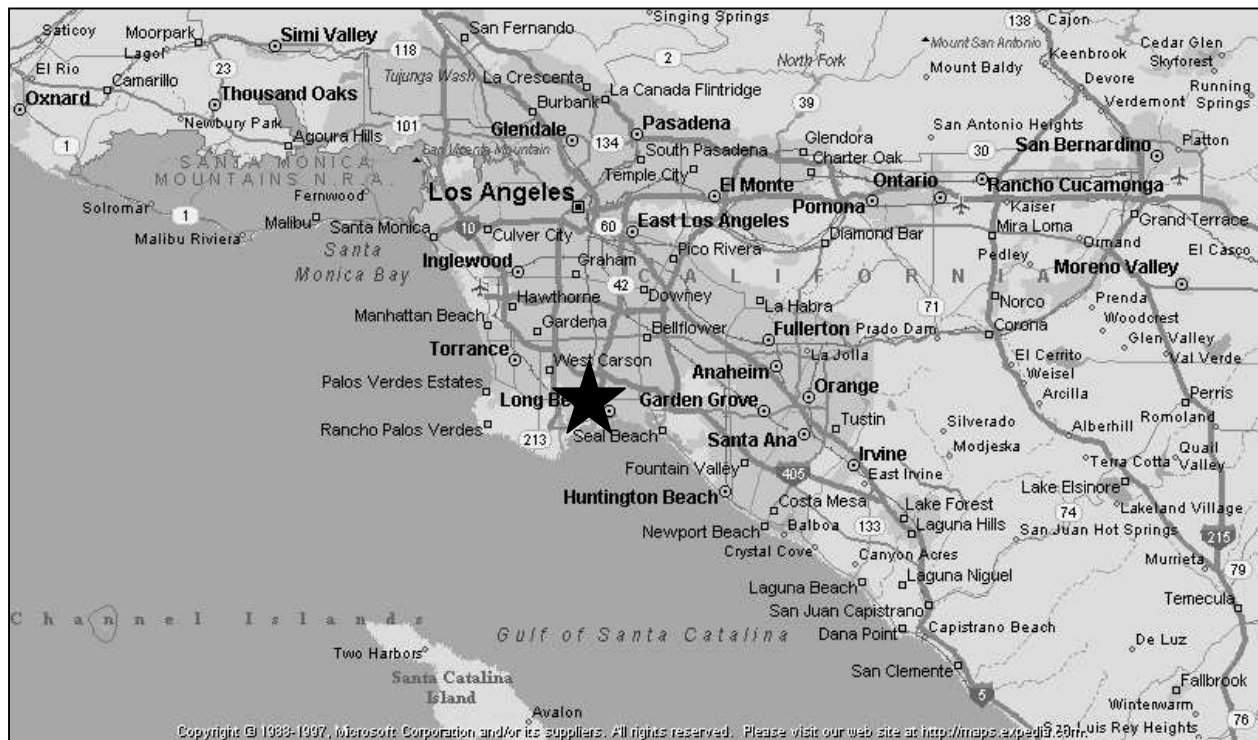
- 2003 Long Beach Historic Landmarks. <http://www.ci.long-beach.ca.us/plan/content/historiclandmarks.htm>. Planning Department.

National Park Service

- 2003 National Register of Historic Places. <http://www.cr.nps.gov/nr/research/nris.htm>. Department of the Interior.

Office of Historic Preservation

- 2003 California Historical Landmarks.
http://ceres.ca.gov/geo_area/counties/LosAngeles/landmarks.html. Department of Parks and Recreation, Sacramento, California.
- 2003 Directory of Properties in the Property Data File for Los Angeles County. Department of Parks and Recreation, Sacramento, California
- 1992 *California Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.

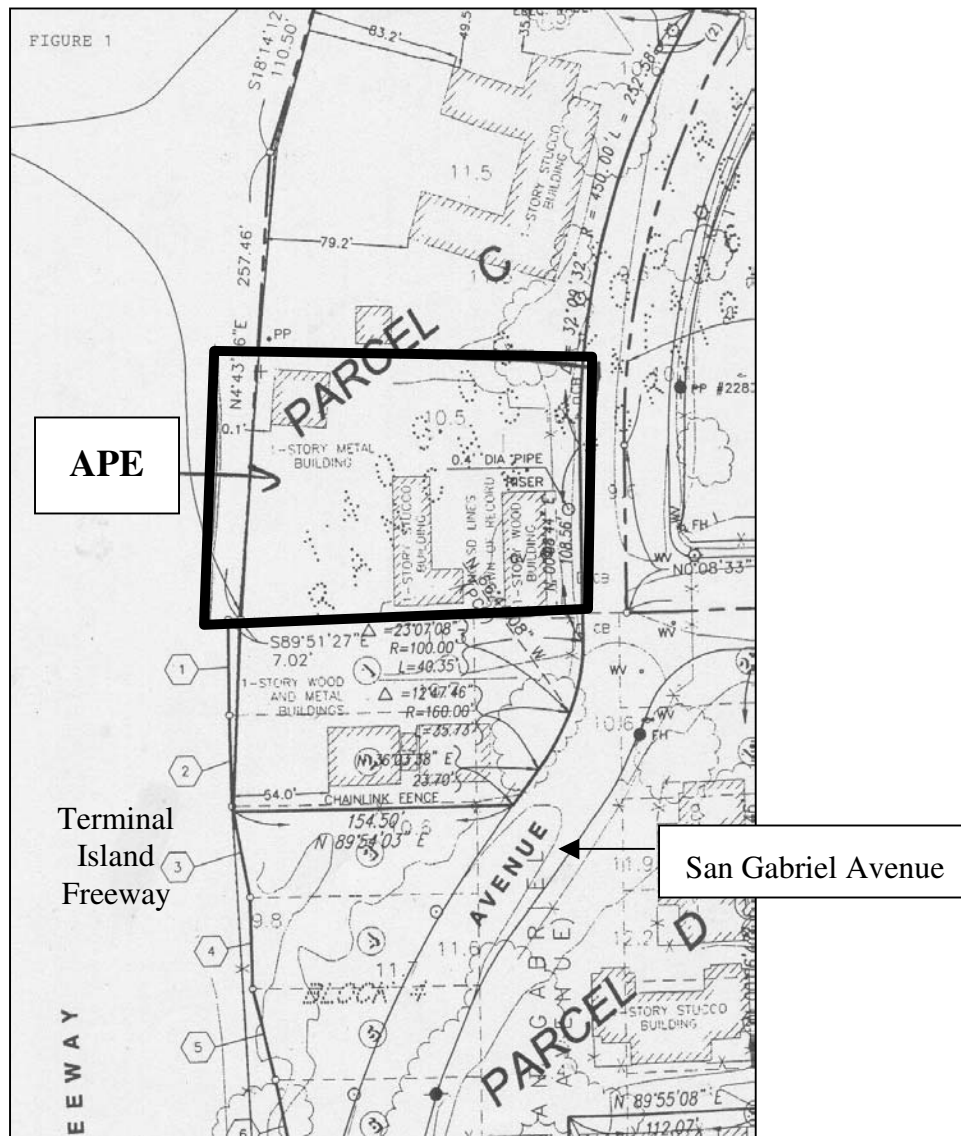


Source: Microsoft Streets 98

PROJECT VICINITY MAP

Bethune Transition Center Construction Project
2101 San Gabriel Avenue
Long Beach, Los Angeles County, California

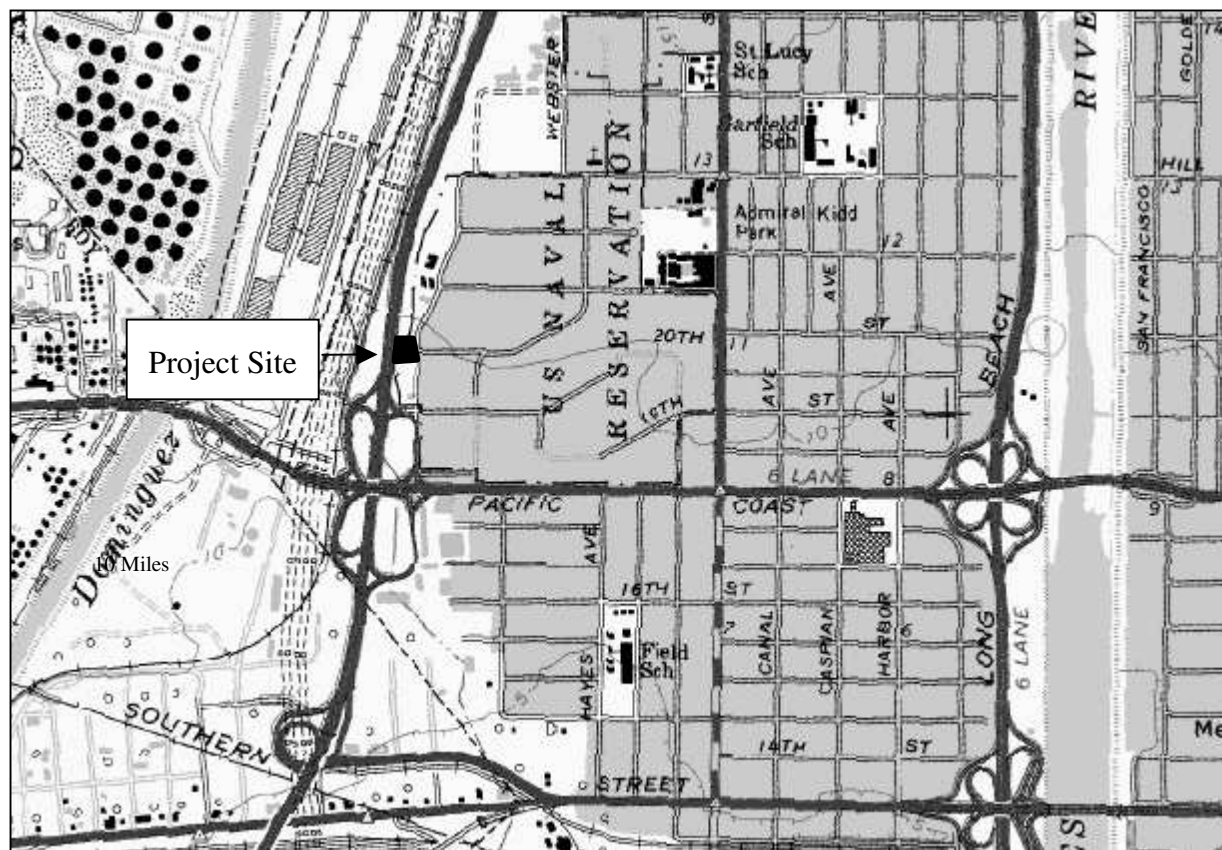
Exhibit 1



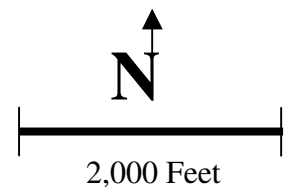
Source: Asbestos, Environmental & Safety

AREA OF POTENTIAL EFFECT
Bethune Transition Center Construction Project
2101 San Gabriel Avenue
Long Beach, Los Angeles County, California

Exhibit 2



USGS 7.5' Long Beach Quadrangle, 1964, photorevised 1981



CULTURAL RESOURCES SURVEY AREA

Bethune Transition Center Construction Project
2101 San Gabriel Avenue
Long Beach, Los Angeles County, California

Exhibit 3

SAN BUENAVENTURA RESEARCH ASSOCIATES

MEMORANDUM

1328 Woodland Drive • Santa Paula CA • 93060

805/525-1909
Fax 805/525-1597
sbra@historicrosource.com
www.historicrosource.com

To: Joe Power, Rincon Consultants
From: Judy Triem, San Buenaventura Research Associates
Date: 10 December 2003
Re: **Section 106 Evaluation, Bethune Transition Center Project**

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to construct an approximately 6,000 square foot site at 2101 San Gabriel Avenue in the City of Long Beach. The building is expected to contain classroom space, administrative space, restroom facilities, kitchen and storage space. Three buildings will be demolished.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site at 2101 San Gabriel Avenue, the adjacent parcel and the parcel across the street.

3. Description of Location of Undertaking

The project site is located at 2101 San Gabriel Avenue in the City of Long Beach and contains approximately 21,000 square feet. The site contains three vacant buildings. One is a metal garage and the other are woodframe buildings. Adjacent to the property on the north is a daycare center and to the south is a pre-school. Across the street Willard Avenue intersects San Gabriel Avenue. Along Willard Avenue is a neighborhood of single family residences. To the west of the project site is the Terminal Island Freeway.

4. Historic Resources/National Register Determination

The project site originally was part of the Savannah-Cabrillo Naval military housing complex that was bounded roughly by Santa Fe Avenue on the east, Pacific Coast Highway on the south, Terminal Island Freeway on the west and Willow Street on the north. The complex originally contained 135 acres and 1,280 housing units.

The U.S. Government purchased the site from individual owners in 1940-41. The base was also located on the west side of the Terminal Island Freeway. The freeway was completed in the early 1950s dividing the base in half. The Navy owned the property until it was decommissioned and transferred to the City of Long Beach in 1997. Since that time, most of the housing has been demolished and replaced with new buildings including the Cabrillo High school on 56 acres at Santa Fe Avenue and Willard Street.

The two woodframe rectangular plan buildings were built in 1941 and probably served as military housing during World War II. The large garage appears to have been built in the 1960s.

The one story front building is long and rectangular in plan with a low gable roof covered with shingle siding and exposed rafters under the eaves. A shed roof extends over the entrance and is supported by square posts atop a concrete stoop. Windows are probably wood frame double hung or casement with wood mouldings. They have been covered with plywood. The building is covered with wide horizontal wood siding. This building apparently served as a laundry facility at one time.

There is a second building behind the front building that is also one story, long and rectangular in plan with a gable roof and overhanging eaves. There are several doors and double hung wood windows with

wood mouldings. Some windows have been boarded up. The building is covered with stucco. A small louvered vent is located under the gable peak. It is uncertain what this building's original use was. It is presently vacant.

The third building is located at the rear northwest corner of the lot. It is two stories in height with a square plan. Two large garage doors are located across the front of this metal seamed covered building. This building was used to store large equipment of some type.

National Register of Historic Places Criteria

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Resources may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

According to the National Register of Historic Places guidelines, the "essential physical features" of a property must be present for it to convey its significance. Further, in order to qualify for the NRHP, a resource must retain its integrity, or "the ability of a property to convey its significance."

The seven aspects of integrity are: Location (the place where the historic property was constructed or the place where the historic event occurred); Design (the combination of elements that create the form, plan, space, structure, and style of a property); Setting (the physical environment of a historic property); Materials (the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property); Workmanship (the physical evidence of the crafts of a particular culture or people during any given period of history or prehistory); Feeling (a property's expression of the aesthetic or historic sense of a particular period of time), and; Association (the direct link between an important historic event or person and a historic property).

The minimum age criterion for the National Register of Historic Places (NRHP) is 50 years. Properties less than 50 years old may be eligible for listing on the NRHP if they can be regarded as "exceptional," as defined by the NRHP procedures, or in terms of the CRHR, "if it can be demonstrated that sufficient time has passed to understand its historical importance" (Chapter 11, Title 14, §4842(d)(2))

The large two-story garage building is not fifty years of age and its design cannot be considered as "exceptional". It is a simple square metal seamed building.

The two woodframe buildings constructed around 1941 buildings appear to be associated with the development of the Cabrillo Military housing that have made a significant contribution to the history of Long Beach (Criterion A).

There appears to be no significant individual associated with these buildings (Criterion B).

The buildings are typical examples of World War II housing incorporating the ranch style popular at the time. They are not architecturally noteworthy examples that might qualify for listing on the National Register (Criterion C).

Integrity

The buildings on the project site are in their original location and they retain their original design and materials, but the setting is no longer intact with the loss of housing. The feeling and association with military housing is no longer there since the buildings are no longer used for that purpose and no longer function as a base.

Therefore, the buildings on the project site lack integrity of setting, feeling and association and are no longer eligible for listing on the National Register.

Buildings within the APE

The buildings to the north and south of the project site may also have been part of the Cabrillo Naval Military Housing project built in the 1940s. The same criteria applies to these buildings as stated above. Because the buildings lack setting, feeling and association, they are no longer eligible for listing on the National Register.

Conclusions

There are no buildings within the APE that are presently listed on the National Register or eligible for listing on the National Register. A survey was conducted in 1993 of the Cabrillo and Savannah Housing Complex were determined ineligible for listing on the National Register.

5. Information from Local Organizations

The City of Long Beach Historic Preservation Officer, Ruth Ann Lehrer, was contacted. She had no information on the project site. It is not on any city list or survey. The Long Beach Historical Society was contacted and they provided historical information about the site.

6. Selected Sources

Asbestos, Environment & Safety. *Phase I Environmental Site Assessment, Villages at Cabrillo Old Laundry Facility, Long Beach, California 90813*. November 10, 2003.

California Historical Landmarks, 1990

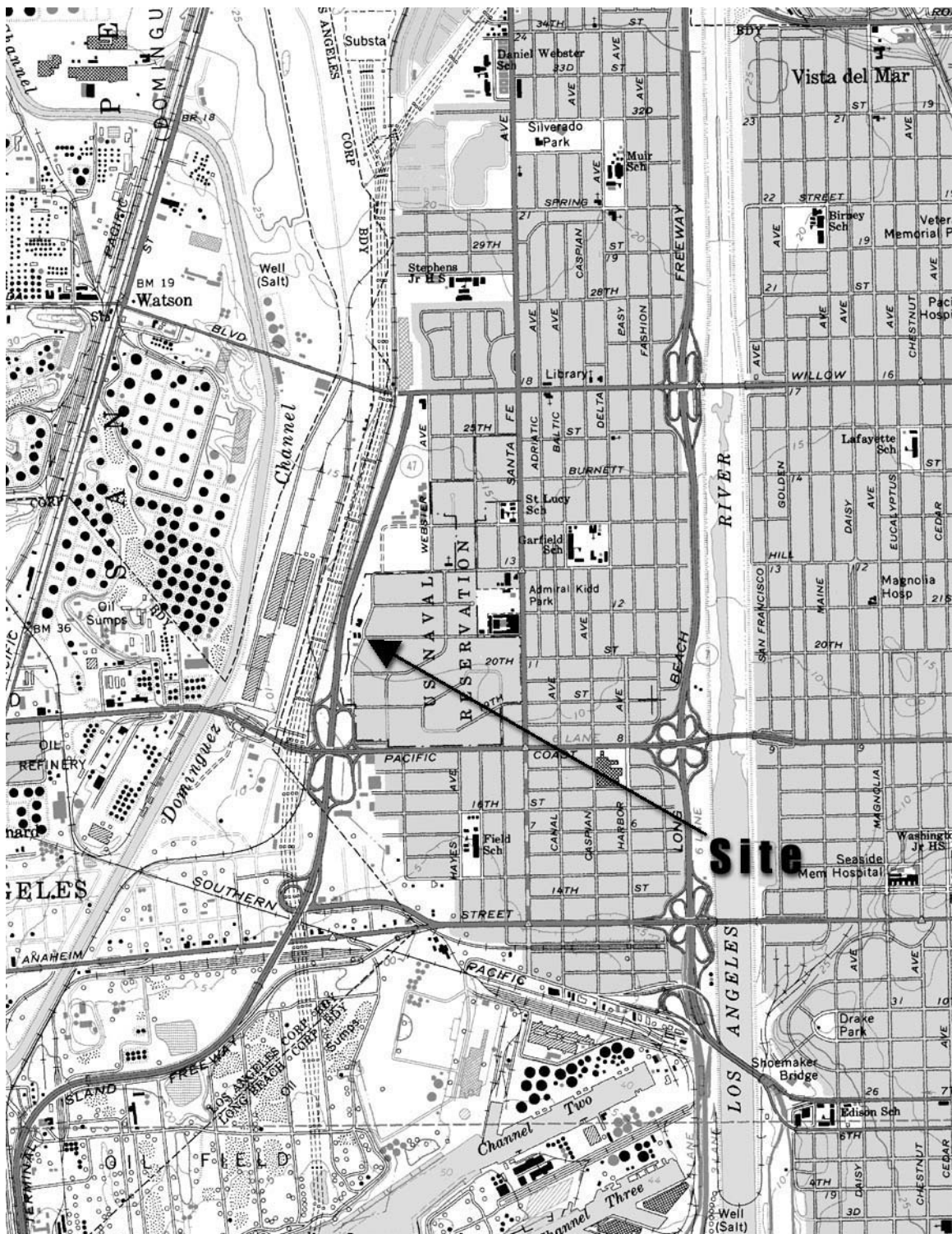
Ethnic Survey, Los Angeles County entries.

Federal Register Listings through January, 2003

Gebhard, David and Winter, Robert, *Guide to Architecture in Los Angeles*, 1985.

Directory of Properties in Historic Property Data File for Los Angeles County, page 118, 4/25/02.

www.lbusd.k12ca.us/pio/images/building.pdf "New Tech High School Completes Buildout."



SITE LOCATION

Source: USGS 7.5 Minute Quadrangle, Long Beach, 1964.



PHOTO 1. Project site: 2101 San Gabriel Avenue, Long Beach, facing northwest (8 December 2003).



PHOTO 2. Project site: rear building, facing west (8 December 2003).



PHOTO 3. Project site: garage at rear of site, facing west (8 December 2003).



PHOTO 4. Buildings adjacent to project site on south, facing west (8 December 2003).



PHOTO 5. Building adjacent to project site on north, facing north (8 December 2003).



PHOTO 6. View Across San Gabriel Avenue at Willard Street, facing east (8 December 2003).

**County of Los Angeles
Community Development Commission**

ATTACHMENT C

**MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT TITLE: Bethune Transition Center Construction Project

PROJECT DESCRIPTION: The proposed project involves the development of an approximately 6,000-square foot building on a 21,000-square-foot site at 2101 San Gabriel Avenue in the City of Long Beach. The structure is expected to contain classroom space, space for a community clinic, administrative space, restroom facilities, storage space, and a kitchen. A laundry facility and a garage will be demolished.

PROJECT LOCATION: The project site is located in the City of Long Beach in Los Angeles County, California. The 0.48-acre site is located at 2101 San Gabriel Avenue, just northwest of Willard Street.

MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID POTENTIALLY SIGNIFICANT IMPACTS:

The following mitigation measures are required:

- 1. Hazards and Nuisances, Including Site Safety.** Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.
- 2. Historic, Cultural, and Archaeological Resources.** Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within the area of potential effect (APE) must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
- 3. Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

FINDING OF NO SIGNIFICANT EFFECT. Based on the attached NEPA Environmental Assessment, it has been determined that the project will not have a significant effect on the environment, provided that all suggested mitigation measures are incorporated.

Mitigation Monitoring Plan
Bethune Transitional Center Construction Project

This section reflects the mitigation monitoring and reporting program requirements of Public Resources Code Section 21081.6 in accordance with CEQA Guidelines 15097:

“...In order to ensure that the mitigation measures and project revisions identified in the EIR or negative declaration are implemented, the public agency shall adopt a program for monitoring or reporting on the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects. A public agency may delegate reporting or monitoring responsibilities to another public agency or to a private entity which accepts the delegation; however, until mitigation measures have been completed the lead agency remains responsible for ensuring that implementation of the mitigation measures occurs in accordance with the program.”

Mitigation Measure	Responsible Party	Monitoring Agency	Monitoring Timing
Hazards and Nuisances, Including Site Safety: Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.	Contractor	Community Development Commission	Construction
Historic, Cultural, and Archaeological Resources: Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any	Contractor	Community Development Commission	Construction

Mitigation Measure	Responsible Party	Monitoring Agency	Monitoring Timing
mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.			
Additional Modifications: Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the Commission.	Contractor/Operator	Community Development Commission	Design, Pre-Construction, Construction and Operation

Attachment E

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT**

PROJECT TITLE: MARY MCLEOD BETHUNE TRANSITIONAL CENTER FOR HOMELESS STUDENTS

PROJECT NUMBER: 600635-03

CONTRACT NUMBER: 101417

THIS CONTRACT is made and entered into this _____ day of _____ 2004, by and between the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, and Century Villages at Cabrillo, Inc., hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County has entered into a Contract with the United States of America, through its Department of Housing and Urban Development (HUD), to execute the County's Community Development Block Grant (CDBG) Program, which includes this project, under the Housing and Community Development Act of 1974, as amended, hereinafter called the "Act"; and

WHEREAS, Operating Agency desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing and facilities to provide services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. CONTRACT. This Contract consists of this document and attachments: Exhibit A, Project Description and Activity Budget.
2. CONTRACT ADMINISTRATION. The Executive Director of the Community Development Commission of the County of Los Angeles, (CDC) hereinafter called the "Executive Director", or his designee, shall have full authority to act for County in the administration of this Contract consistent with the provisions contained herein.
3. SCOPE OF SERVICES. The Operating Agency is to perform all the services set forth in the Project Description, Exhibit A to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
4. TIME OF PERFORMANCE. Said services of Operating Agency are to commence on the date first above written, and shall be completed not later than June 30, 2005.

5. COMPENSATION AND METHOD OF PAYMENT. Upon such performance under this Contract, County shall reimburse Operating Agency an amount not to exceed one million dollars (**\$1,000,000**), which shall constitute full and complete reimbursement hereunder provided for the implementation of the project described in Exhibit A to this Contract. Said reimbursement will only be paid out of funds received from the federal government under the Act for the Fiscal Year indicated in Exhibit A, Activity Budget, or from program income, as described in 24 CFR 570 accumulated under said program, for allowable costs actually incurred for the express purposes specified. The parties understand and agree that such reimbursement, if any, shall be conditioned upon receipt of said funds by the County from the federal government or accumulation of program income from said program, and shall not be a charge on any other funds of the County. Funds shall be paid only after receipt of a monthly requisition form as specified and provided by the CDC. Said invoice shall give the total of said cash expenses paid during the monthly reporting period and shall also itemize the same in detail conforming to the budget required by Section 6 of this Agreement. After timely receipt of each invoice, the CDC will draw a check in favor of the Operating Agency.

Operating Agency shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Operating Agency after the expiration or other termination of this Contract. Should Operating Agency receive any such payment, it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from Operating Agency. This provision shall survive the expiration or other termination of this Contract.

6. BUDGET SECTION. No more than the amounts specified in the Budget, Exhibit A to this Contract, which is attached hereto and incorporated herein by this reference, may be spent for the separate cost categories specified in Exhibit A without written approval of the County.
7. COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 24 CFR, Part 570; U.S. Office of Management and Budget (OMB) Circulars A-110 and A-122; OMB Circular A-133 Compliance Supplement and the County Auditor-Controller Contract Accounting and Administration Handbook. The Catalog of Federal Domestic Assistance (CFDA) number assigned to the Community Development Block Grant Program is 14.218.

The Operating Agency shall comply with applicable uniform administrative requirements, as described in 24 CFR Part 570.502. The Operating Agency shall carry out each activity in compliance with all Federal laws and regulations described in Subpart J of the CDBG regulations, except that:

- i. The Operating Agency does not assume the County environmental responsibilities described at 24 CFR Part 570.604; and
- ii. The Operating Agency does not assume the County's responsibility for initiating the review process under Executive Order 12372.

Operating Agency agrees to be bound by applicable federal, state and local laws, regulations and directives as they pertain to the performance of the Contract, including, but not limited to, Sections a-g below. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzales National Affordable Housing Act, 1990 and the 24 CFR Part 85.

- a. Operating Agency shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- b. Operating Agency shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- c. Operating Agency shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Contract, the Operating Agency will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Operating Agency will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operating Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The Operating Agency will, in all solicitations or advertisements for employees placed by or on behalf of the Operating Agency, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Operating Agency will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency of the Operating Agency's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Operating Agency will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Operating Agency will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event the Operating Agency's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Operating Agency may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The Operating Agency will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions would be binding upon each subcontractor or vendor. The Operating Agency will take such actions with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the Operating Agency becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the County, the Operating Agency may request the United States to enter into such litigation to protect the interests of the United States.

- d. Should Operating Agency require additional or replacement personnel after the effective date of this Contract, Operating Agency shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' for Greater Avenues for Independence (GAIN) Program who meet Operating Agency's minimum qualifications for the open position. The Operating Agency shall contact the County's GAIN Division at (626) 927-5354 for a list of GAIN participants by job category.

- e. No person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this contract on the basis of age or with respect to an otherwise qualified disabled individual.
- f. The Operating Agency is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Operating Agency must certify in writing that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the Operating Agency will comply with the Lobbyist Requirements.

Should the Operating Agency or persons/subcontractors acting on behalf of the Contract fail to fully comply with the Federal Lobbyist Requirements civil penalties shall result.

- g. Operating Agency and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by the Operating Agency, shall fully comply with the requirements as set forth in said County Code. The Operating Agency must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Operating Agency will comply with the County Code.

Failure on the part of the Operating Agency and or Lobbyist to fully comply with the County Lobbyist requirements shall constitute a material breach of the Contract upon which the County may immediately terminate this Contract and the Operating Agency shall be liable for civil action.

- 8. CONFIDENTIALITY OF REPORTS. Operating Agency shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the County.
- 9. SAFETY STANDARDS AND ACCIDENT PREVENTION. The Operating Agency shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The Operating Agency shall provide all safeguard, safety devices and protective equipment and take any other needed actions, as its own responsibility, reasonable necessary to protect the life and health of

employees on the job and the safety of the public and to protect property in connection with the performance of this Contract.

10. SEVERABILITY. In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope of breadth, such provision shall be deemed valid to the extent of the scope of breadth permitted by law.
11. INTERPRETATION. No provision of this Contract is to be interpreted for or against either part because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if both parties drafted it hereto.
12. WAIVER. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
13. PROGRAM EVALUATIONS AND REVIEW. Operating Agency shall make available for inspection during the term of this contract and for a period of three (3) years thereafter its performance, financial and all other records pertaining to performance of this Contract to authorized County personnel, and allow said County personnel to inspect and monitor its facilities and program operations, including the interview of Operating Agency staff and program participants, as required by the County.

Operating Agency agrees to submit all data that are necessary to complete the Annual Consolidated Annual Performance and Evaluation Report (CAPER) and monitor program accountability and progress in accordance with HUD requirements in the format and at the time designated by the Executive Director or his designee.

14. NONEXPENDABLE PROPERTY. Nonexpendable personal property means leased and purchased tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit. Nonexpendable property shall include tangible personal property, including, but not limited to, office equipment, and real property and any interest in such real property, including any mortgage or other encumbrance of real property as well as any funds derived from the sale or disposition of nonexpendable property. Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of the County and otherwise comply with all applicable laws and regulations. In case of the Contract's termination, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this project with CDBG funds, including funds derived therefrom. Said disposition may include taking possession of said nonexpendable property.

15. REVERSION OF ASSETS. Upon the expiration of this Contract, the Operating Agency shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Operating Agency's control that was acquired or improved in whole or in part with CDGB funds in excess of \$25,000 shall be either:
- i. Used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of this Contract (24 CFR 570.505), or such longer period of time as is specified in Exhibit A; or
 - ii. Disposed of in a manner, which results in the County being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time and under the conditions specified in paragraph 15 above.
16. PURCHASE OR LEASE OF NONEXPENDABLE PROPERTY. Operating Agency shall obtain three (3) documented bids prior to purchasing or leasing any nonexpendable personal property as approved in Exhibit A, Budget. The Operating Agency must purchase or lease from the lowest acceptable bidder. All nonexpendable property purchased or leased pursuant to the Contract shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Operating Agency. This inventory shall be provided to the County upon request.
17. ACCOUNTING. The Operating Agency must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards, and the County Auditor Controller Contract Accounting and Administration Handbook. Regardless of the Operating Agency's method of accounting, expenses must be reported in accordance with Sections 5 and 44 of this Agreement.
18. CHANGES. The County may, from time to time, request changes in the scope of services of the Operating Agency to be performed hereunder. Such changes, including any increase or decrease in the amount of the Operating Agency's compensation, which are agreed upon by and between the County and the Operating Agency, shall be incorporated into this Contract by written amendments.
19. CHANGES IN GRANT ALLOCATION. The County reserves the right to reduce the grant allocation when the County's fiscal monitoring indicates that the Operating Agency's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Operating Agency. Such changes shall be incorporated into this Contract by written amendments.

20. CITIZEN PARTICIPATION. All program data necessary to provide reports to citizens will be made available by the Operating Agency. Discussions will be held often enough so that the Operating Agency will be adequately appraised of citizen recommendations during the course of the program. Operating Agency representatives shall be available to respond to questions and receive recommendations at local meetings when so requested by the Executive Director or his designee.
21. REVENUE DISCLOSURE REQUIREMENT. Upon request, Operating Agency shall file with the County a written statement listing all revenue received, or expected to be received, by Operating Agency from Federal, State, City or County sources, or other governmental agencies, and applied, or expected to be applied, to offset, in whole or in part, any of the costs incurred by Operating Agency in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such business activity, the dollar amount of funding provided, or to be provided, by each and every governmental agency for each such project or business activity, and the full name and address of each governmental agency. Operating Agency shall make available for inspection and audit to County's representatives, upon request, at any time during the duration of this Contract, and during a period of three (3) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, including the project(s) funded under this Contract, whether or not such monies are received through County. All such books and records shall be maintained by Operating Agency at a location in Los Angeles County.

Failure of Operating Agency to comply with the requirements of this Section 21 of this Contract shall constitute a material breach of contract upon which County may cancel, terminate or suspend this Contract.

22. JOINT FUNDING. For projects in which there are sources of funds in addition to CDBG funds, Operating Agency may be required to provide proof of such funding. The County shall not pay for any costs incurred by Operating Agency which are paid with other funds. All restrictions and/or requirements provided for in this Contract, relative to accounting, budgeting and reporting, apply to the total project regardless of funding sources.
23. ASSURANCES. The Operating Agency hereby assures and certifies that it has complied with the Act, applicable regulations, policies, guidelines and requirements, 24 CFR Part 85 and OMB Circular A-87, and that it will comply with all applicable Federal, State and local laws and regulations as they relate to acceptance and use of Federal funds for this Federally assisted program. Also, the Operating Agency gives assurance and certifies with respect to the project specified in Exhibit A, that it will comply with all of the provisions of 24 CFR Part 570.303, which pertain to assurances of program applicants. Furthermore, the Operating Agency gives assurance and certifies that it will comply with

provisions of 41 CFR Part 60-1.4 and 24 CFR Part 135.20, each of which is incorporated herein by this reference. Operating Agency further assures and certifies that it will comply with any further amendments or changes to said required assurances and certifications that during the term of this Contract it will maintain current copies of said assurances and certifications at the address specified below.

24. NOTICES. All notices shall be served in writing. The notices to the Operating Agency shall be sent to the following address:

Century Villages at Cabrillo, Inc.
2001 River Avenue
Long Beach, California 90810

Notices, reports and statements to the County shall be delivered or sent to the Executive Director or his designee at:

Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Each party shall promptly notify the other of any change in its mailing address.

25. ASSIGNMENT AND SUBCONTRACTING. Operating Agency may not assign or subcontract any portion of this Contract without the express written consent of the County. Any attempt by Operating Agency to assign or subcontract any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.
26. NOTICE OF FEDERAL EARNED INCOME CREDIT. Operating Agency shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.
27. FISCAL LIMITATIONS. The United States of America, through HUD, may in the future place programmatic or fiscal limitation(s) on CDBG funds not presently anticipated. Accordingly, the County reserves the right to revise this Contract in order to take into account actions affecting HUD program funding. In the event of funding reduction, the County may reduce the budget of this Contract, as a whole or as to a cost category, may limit the rate of the Operating Agency's authority to commit and spend funds, or may restrict the Operating Agency's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the County to implement a reduction in funding, in whole or as to a cost category, with respect to funding for this Contract, the Executive Director may act for the County in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the Executive Director has reasonable grounds to question that the Operating Agency has materially complied with the terms of

this Contract, Executive Director may act for the County in suspending the operation of this contract for up to sixty (60) days, upon three (3) days notice to Operating Agency of his intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revisions made by the County affect expenditures and legally binding commitments made by the Operating Agency before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable, and that such commitments are consistent with HUD cash withdrawal guidelines.

28. USE OF FUNDS FOR ENTERTAINMENT, MEALS OR GIFTS. Operating Agency certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, meals or gifts.
29. INDEMNIFICATION. The Operating Agency agrees to indemnify, defend and hold harmless the County, the Housing Authority of the County of Los Angeles (Housing Authority), and the County of Los Angeles, their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Operating Agency's acts and/or omissions arising from and/or relating to this Contract.
30. CONFLICT OF INTEREST. The Operating Agency, its agents and employees shall comply with all applicable Federal, State and County laws and regulations governing conflict of interest including, but not limited to, 24 CFR Part 570.611 and 24 CFR Part 85, Section 85.36(b). To this end, the Operating Agency will make available to its agents and employees copies of all applicable Federal, State and County laws and regulations governing conflict of interest.
31. BUDGET MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant budget modifications to this Contract for the movement of funds between the budget categories identified in Exhibit A, when such modifications:
 - i. In aggregate do not exceed \$10,000 per budget cost category;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services; and
 - iv. Are in the best interest of the County and Operating Agency in performing the scope of services under this Contract.
 - v. Do not alter the amount of compensation under this Contract;
32. TIME OF PERFORMANCE MODIFICATIONS. The Executive Director or his designee, who shall be a Division Director or higher, may grant time of performance modifications to this Contract when such modifications:
 - i. In aggregate do not exceed twelve (12) calendar months;
 - ii. Are specifically requested by Operating Agency;
 - iii. Will not change the project goals or scope of services;
 - iv. Are in the best interests of the County and Operating Agency

- in performing the scope of services under this Contract; and
- v. Do not alter the amount of compensation under this Contract.

33. AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES. Operating Agency agrees that in the event the program established hereunder is subject to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the County the full amount of County's liability to the funding agency resulting from such audit exceptions.
34. INDEPENDENT CONTRACTOR. Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Operating Agency shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Operating Agency pursuant to this Contract.
35. AMENDMENTS/VARIATIONS. This writing, with attachments, embodies the whole of the agreement of the parties hereto. There are no oral agreements contained herein. Except as provided herein, any addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties.
36. ACQUISITION OF SUPPLIES AND EQUIPMENT. Following approval by the County for necessary supplies and equipment for Contract performance, the Operating Agency may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing from the County, (b) no more than maximum prices or charges are made and no more than minimum specifications are met, as provided in writing by the County, (c) a community related benefit is derived from such Operating Agency related acquisition, and (d) no conflict of interest for private gain accrues to the Operating Agency or its employees, agents or officers.
37. MONITORING AND EVALUATION. The County will monitor, evaluate and provide guidance to the Operating Agency in the performance of this Contract. Authorized representatives of the County and HUD shall have the right of access to all activities and facilities operated by the Operating Agency under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on going program functions. The Operating Agency will ensure the cooperation of its staff and board members in such efforts. The Executive Director or his designee may conduct program progress reviews. These reviews will focus on the extent to which planned program has been implemented and measurable goals achieved, effectiveness of program management, and impact of the program.

38. AUDITS. The Operating Agency's program will be audited in accordance with the County's policy and funding source guidelines. Audits may also be conducted by Federal, State or local funding source agencies. The County or its authorized representatives shall, at all times during the term of this Contract and for a period of three (3) years thereafter, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Operating Agency. The Operating Agency's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Operating Agency's program. A financial audit of the Operating Agency's performance under this Contract shall be conducted at County's discretion. If indications of misappropriation or misapplication of the funds of this Contract cause the County to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget.
39. INSURANCE. Without limiting Operating Agency's indemnification of County, the Operating Agency shall provide and maintain at its own expense during the term of this Contract, a program of insurance satisfactory to the Commission's Risk Manager covering its operations hereunder, as specifically defined in Exhibit B to this Contract, a copy of which is attached hereto and incorporated herein by this reference.
40. FAILURE TO PROCURE INSURANCE. Failure on the part of Operating Agency to procure or maintain required insurance (pursuant to Exhibit B) shall constitute a material breach of contract under which County may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith. All monies so paid by County shall be repaid by the Operating Agency to County upon demand or County may offset the cost of the premiums against any monies due to the Operating Agency from County.
41. PROGRAM INCOME. The County reserves the right to determine the disposition of any program income, as described in 24 CFR Part 570.504 accumulated under the project(s) set forth in Exhibit A. Said disposition may include the County taking possession of said program income.
42. FINANCIAL CLOSE OUT PERIOD. The Operating Agency agrees to complete all necessary financial close out procedures required by the Executive Director or designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial close out period. The County is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial close out period. After the expiration of the financial close out period, those funds not paid to the Operating Agency under this Contract, if any, may be immediately reprogrammed by County into other eligible activities in the County. The Executive Director, or his designee, may request a final financial audit for activities performed under this Contract at the expiration of the financial close out period.

43. NEPOTISM. Operating Agency shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Operating Agency. For the purpose of this section, the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Operating Agency.
44. RELIGIOUS AND POLITICAL ACTIVITIES. Operating Agency agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Operating Agency agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.
45. STAFF TRAVEL. Operating Agency shall not incur any expenditure for travel outside of Los Angeles County unless specifically provided for and itemized in Exhibit A, without prior written approval of County.
46. USE OF FUNDS. All funds approved under this Contract shall be used solely for costs approved in the program budget for this Contract. Contract funds shall not be used as a cash advancement between contracts, as security to guarantee payments for any nonprogram obligations, or as loans for nonprogram activities. Separate financial records shall be kept for each funding source.
47. REPORTS AND RECORDS. Operating Agency agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by County. Program progress reports shall be submitted on a monthly basis, in the form specified by the Executive Director or his designee. Operating Agency shall maintain, and permit on site inspections of such property, personnel, financial and other records and accounts as are considered necessary by County to assure proper accounting for all Contract funds during the term of this Contract and for a period of three (3) years thereafter. Operating Agency will ensure that its employees and board members furnish such information which, in the judgment of County representatives, may be relevant to a question of compliance with contractual conditions, with County or granting agency directives, or with the effectiveness, legality and achievements of the program.
48. EXPENDITURES. Expenditures made by Operating Agency in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit A, unless prior written approval for an exception is obtained from Executive Director or his designee.

49. CERTIFICATION PROHIBITING USE OF EXCESSIVE FORCE. In accordance with Section 519 of Public Law 101-144, the undersigned certifies, to the best of his or her knowledge and belief, that it has adopted and is enforcing:
- i. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - ii. A policy of enforcing applicable State and local laws against individuals physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
50. DRUG-FREE WORKPLACE. Operating Agency agrees to provide a drug-free workplace by:
- i. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Operating Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii. Establishing an ongoing drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Operating Agency's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - iii. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph i of this Section 50;
 - iv. Notifying the employee in the statement required by paragraph i of this Section 50 that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- v. Notifying the County in writing, within ten (10) calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- vi. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (iv)(b), with respect to any employee who is so convicted -
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- vii. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs i, ii, iii, iv, v and vi.
- viii. The Operating Agency may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant;

Check ____ if there are workplaces on file that are not identified here.

51. RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN. Section 104(d) of the Housing and Community Development Act of 1974, also known as the Barney Frank Amendment, requires relocation assistance for displaced low-income families and requires one-for-one replacement of low/moderate income dwelling units that are demolished or converted to other use. When CDBG funds are used in a project, including financing for rehabilitation, or project delivery costs, Section 104(d) is triggered. CDBG Regulations further describe the requirements under 24 CFR Section 570.606 Displacement, Relocation, Acquisition, and Replacement of Housing.

Operating Agency must adopt and make public a Residential Antidisplacement and Relocation Assistance Plan as part of its administrative requirements to HUD. Before Operating Agency enters into a contract committing it to provide funds for any activity that will directly result in the demolition, or conversion to another use, of low/moderate-income dwelling units, it must make public and submit to HUD the information as described in Section 24 CFR 570.606 (c) (iii) A-G.

52. PROPERTY MAINTENANCE STANDARDS. The Operating Agency providing services under Contract to the County must ensure that sufficient property maintenance ("property maintenance standards") shall be provided to the facility where services are being provided. Property maintenance includes removal of trash and debris, graffiti abatement, landscaping and physical appearance acceptable to the County.

The Operating Agency may use its CDBG funds towards property maintenance standards; however, each case would be reviewed on an individual basis and approved by the County. The County has established an expenditure cap not to exceed five (5) percent of the Contract allocation for property maintenance standards.

53. TERMINATION FOR IMPROPER CONSIDERATION. The County may, by written notice to the Operating Agency, immediately terminate the right of the Operating Agency to proceed under this Contract if it is found that improper consideration, in any form, was offered or given by the Operating Agency, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Operating Agency's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Operating Agency as it could pursue in the event of default by the Operating Agency.

Operating Agency shall immediately report any attempt by the County officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline (800) 544-6861.

54. OPERATING AGENCY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Operating Agency acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Operating Agency's duty under this Contract to comply with all applicable provisions of law, Operating Agency warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of

Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

55. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM. Failure of Operating Agency to maintain compliance with the requirements set forth in Paragraph 54, Operating Agency's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default by Operating Agency under this Contract. Without limiting the rights and remedies available to County or Commission under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Paragraph 59, Termination for Cause.
56. POST MOST WANTED DELINQUENT PARENTS LIST. Operating Agency acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Operating Agency understands that it is County's and Commission's policy to voluntarily post a list entitled L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Operating Agency's place of business. District Attorney will supply Operating Agency with the poster to be used.
57. COUNTY'S QUALITY ASSURANCE PLAN. The County will evaluate Operating Agency's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Operating Agency's compliance with all contract terms and performance standards. Operating Agency's deficiencies which County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Operating Agency. If improvement does not occur consistent with the corrective measure, County may terminate this Contract, pursuant to Paragraph 58 or 59, or impose other penalties as specified in this Contract.
58. TERMINATION FOR CONVENIENCE. The County reserves the right to cancel this Contract for any reason at all upon 30 days prior written notice to Operating Agency. In the event of such termination, Operating Agency shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.
59. TERMINATION FOR CAUSE. This Contract may be terminated by the County upon written notice to the Operating Agency for just cause (failure to perform satisfactorily) with no penalties incurred by the County upon termination or upon the occurrence of any of the following events in i, ii, iii or iv:
 - i. Should the Operating Agency fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike

manner or properly carry out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Operating Agency, and should the Operating Agency neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the County within the time specified in such notice, the County shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- ii. Should the Operating Agency fail within five days to perform in a satisfactory manner, in accordance with the provisions of the Contract, or if the work to be done under said Contract is abandoned for more than three days by the Operating Agency, then notice of deficiency thereof in writing will be served upon Operating Agency by the County.

Should the Operating Agency fail to comply with the terms of said Contract within five days, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Operating Agency in whole or in part.

- iii. In the event that a petition of bankruptcy shall be filed by or against the Operating Agency.
- iv. If, through any cause, the Operating Agency shall fail to fulfill in timely and proper manner the obligations under this Contract, or if the Operating Agency shall violate any of the covenants, Contracts, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Operating Agency of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Operating Agency or under this Contract shall, at the option of the County become its property and the Operating Agency shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 60. ARCHITECTURAL BARRIERS ACT AND THE AMERICANS WITH DISABILITIES ACT. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of residential structure as defined in 24 CFR 40.2 or the definition of building as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR part 40 for residential structures, and Appendix A to 41 CFR Part 101-19, Subpart 101-19.6, for general type buildings). The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C.

155.201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy after January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable--that is, easily accomplishable and able to be carried out without much difficulty or expense.

61. USE OF RECYCLED-CONTENT PAPER PROJECTS. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Operating Agency agrees to use recycled-content paper to the maximum extent possible on the Project.

62. EMPLOYEES OF OPERATING AGENCY. *Workers' Compensation:* Operating Agency understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the Operating Agency. Operating Agency shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the County under this Contract.

Professional Conduct: The County does not and will not condone any acts, gestures, comments or conduct from the Operating Agency's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The County will properly investigate all charges of harassment by residents, employees or agents of the County against any and all Operating Agency's employees, agents or subcontractors providing services for the County. The Operating Agency assumes all liability for the actions of the Operating Agency's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Operating Agency.

63. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

i. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.

ii. The Operating Agency is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Operating Agency on this or other contracts which indicates that the Operating Agency is not responsible, the County may, in addition to other remedies provided in the contract, debar the Operating Agency from bidding on County, Commission

or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Operating Agency may have with the County, the Commission or the Housing Authority.

- iii. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
 - iv. If there is evidence that the Operating Agency may be subject to debarment, the County will notify the Operating Agency in writing of the evidence which is the basis for the proposed debarment and will advise the Operating Agency of the scheduled date for a debarment hearing before the Contractor Hearing Board.
 - v. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Operating Agency and/or the Operating Agency's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Operating Agency should be debarred, and, if so, the appropriate length of time of the debarment. If the Operating Agency fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Operating Agency may be deemed to have waived all rights of appeal.
 - vi. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
 - vii. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.
64. SECTION 3. In order to comply with the Housing and Urban Development Act of 1968, the Operating Agency and, where applicable, its contractor(s) and subcontractor(s) shall comply with Section 3 regulations as described in 24 CFR Part 135. Section 3 compliance activities of the Operating Agency and its

contractor(s) and subcontractor(s) shall be governed by the Commission's CDBG Compliance Instructions, as amended.

65. ENTIRE CONTRACT This Contract with attachments constitutes the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Executive Director of the Community Development Commission, and the Operating Agency has subscribed the same through its duly authorized officers, the day, month and year first above written.

COUNTY OF LOS ANGELES

CENTURY VILLAGES AT CABRILLO,
INC.

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Title: _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

APPROVED AS TO PROGRAM:

CARLOS JACKSON, Executive Director
Community Development Commission
Of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

Exhibit A
Community Development Commission
County of Los Angeles
Project Description and Activity Budget

Contract No.101417
PROJECT

Version 0

OPERATING AGENCY

Project No.: 600635-03
Title: Mary McLeod Bethune Transitional Center for Homeless
Students

Organization
Name: Century Villages at Cabrillo, Inc.

Funding Period: From To 6/30/05

Type: CBO

Jurisdiction: 4th District

CDC Program Mgr: Greg Jordan

Project Administration

Peter Postlmayr, Project Manager
Century Villages at Cabrillo, Inc.
2001 River Avenue
Long Beach, California 90810
(562) 388-8191 phone
(562) 388-8199 fax
ppostlmayr@cantwell-anderson.com

Eligibility Summary

Funding Source: CDBG

HUD Code: 03C Homeless Facilities (Not Operating Costs)

Eligibility Citation: 570.201(c)

National Objective: LMC Low/Mod Limited Clientele

Nat. Objective Citation: 570.208(a)(2) (A)

Est. Accomplishments: 1 Performance Indicator: Public Facilities

Activity Summary

This is a new project. The purpose of the project is to construct and expand facilities to support the Mary McLeod Bethune Transitional Center (the Center) for Homeless Students. The project will construct the following facilities: classrooms, restrooms with shower facilities for the students, storage area for donated items such as clothing and educational supplies, a parent center for parental education and enrichment, kitchen serving facilities to provide hot meals regularly to students, laundry facility, and a community clinic to provide basic medical care for students of the Center and residents of Villages at Cabrillo.

CDBG funds will be used to pay the personnel cost for a Project Manager, Controller, and Accountant, non-personnel costs for design, architectural, engineering, consulting services, and environmental permits and fees. CDBG funds will also pay capital costs for building construction and site work including grading, utilities (water, sewer, electrical, and gas), lead-based paint testing and abatement, asbestos testing and abatement, demolition costs, debris removal, foundations, fencing, and permanently affixed playground equipment.

Special Conditions

Per NESHAP (40 CFR Part 61), Cal-OSHA Rule 1529, and South Coast AQMD Rule 1403, the Operating Agency is required to test the work area for asbestos containing materials (ACM) in structures built before 1980. If ACM is identified, then removal, disposal, and/or handling of the materials shall be conducted by a certified asbestos contractor in accordance with applicable regulations. Suspected asbestos containing materials include flooring materials, wall materials, ceiling materials, and roofing materials.

The Operating Agency is advised that the prevailing wage requirements of the Davis-Bacon/Federal Labor Standards will apply to all construction work comprising \$2,000 or more in cost. However, these requirements apply to the rehabilitation of residential property only if such property contains 8 or more units.

The Operating Agency is advised that ten percent (10%) of the construction contract award must be retained by the Operating Agency to allow for the availability of funds to remedy any outstanding labor compliance or related Davis-Bacon Act violations. Upon completion of the construction project, the Operating Agency must request a file review by the Contract Compliance Officer within thirty (30) days of completion of the construction project. All labor compliance issues and federal contract compliance requirements must be cleared by the Community Development Commission (CDC) prior to releasing the ten percent (10%) retention to the prime contractor.

Per 24 CFR 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures: the operating agency is required to provide (where appropriate) notification, evaluation and reduction of lead-based paint hazards in Federally owned residential property and housing receiving Federal financial assistance for structures built before 1978. The Operating Agency shall maintain appropriate records to indicate compliance with this regulation on a property-by-property basis. Projects that are not exempt must comply with the regulation and follow procedures based on the funding amount for each project.

The Operating Agency must maintain payroll and time and attendance records signed by the employee and approved by the supervisor. Time distribution records will also be kept by program and shall account for total work time on a daily basis for all employees.

The Operating Agency will comply with procurement standards outlined in, 24 CFR, Part 84, Section 84.44, entitled Procurement Procedures, for the purchase of all goods and contracted services using CDBG or ESG funds.

The Operating Agency is responsible for monitoring the activities of the subrecipient for program implementation and compliance.

The Operating Agency shall maintain during the term of this Contract and for a period of three (3) years thereafter complete and adequate financial records and accounts as are considered necessary by the Commission to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following: a General Ledger that supports the costs charged to the CDBG or ESG Program; records documenting procurement of goods and services; contracts for goods or services; lease or rental agreements; invoices; billing statements; cancelled checks; timecards signed by employees and supervisors; personnel authorization records; payroll registers; payroll tax records; and bank statements, bank reconciliations and documentation to support the allocation of indirect costs.

The Operating Agency is advised that Section 3 Provisions will apply to contracts in excess of \$100,000. It is recommended that the Operating Agency conduct a pre-bid meeting for all interested bidders to review the construction contract requirements applicable to the project. The Operating Agency must contact the CDBG Contract Compliance Officer of the Community Development Commission (CDC) at least 10 days prior to the pre-bid meeting to arrange for their participation.

The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds, in compliance with federal contractual requirements.

The Operating Agency shall submit adequate financial documentation to support the program expenditures reported in the monthly CDBG Funding Request forms. The financial supporting documentation will include contracts for

goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the CDBG program, and an approved cost allocation method for indirect costs charged. Failure to submit the necessary supporting documentation will result in the disallowance of costs.

The Operating Agency must maintain the use of building for a period of no less than five (5) years. If the Operating Agency changes the use of or disposes of the property, the CDBG or ESG Program must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

The Community Clinic will provide basic medical care ONLY to residents of Villages at Cabrillo or homeless students attending the Mary McLeod Bethune Transitional Center.

The following special conditions/environmental mitigation measures must be included in the project contract and later implemented as part of the project scope to alleviate adverse environmental impacts. The environmental clearance is conditioned upon the implementation of all special conditions/mitigation measures:

1. **Hazards and Nuisances, Including Site Safety.** Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.
2. **Historic, Cultural, and Archaeological Resources.** Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.

Contracted Services/Subrecipients

The Operating Agency will procure for professional services using the public bidding process.

Funding Summary

Formula Grant Funding

<u>Cost Category</u>	<u>Amount</u>
Personnel	\$20,000
Non-Personnel	\$230,000
Capital Outlays	\$750,000
Total	\$1,000,000

Implementation Schedule

<u>Phase</u>	<u>Scheduled</u>	<u>% Complete</u>
Preparation of Bid Document	7/1/04	4%
Pre-Bid	8/6/04	6%
Bid-Opening	10/1/04	8%
Contract Award	11/5/04	10%
Pre-Construction	11/19/04	12%
Mid-Construction	2/18/05	54%
Construction Completed	5/13/05	96%
Post Construction/Labor Review	6/30/05	100%

Service Area/Site Address(es)

Districtwide, 4th District Low/Mod: 29.80%

Site Address:

Mary McLeod Bethune Transitional Center for Homeless Students
2101 San Gabriel Avenue
Long Beach, California 90810

EXHIBIT B

INSURANCE REQUIREMENTS FOR OPERATING AGENCIES

CONTRACTS EQUAL TO OR MORE THAN \$500,000

The Community Development Commission (CDC) of the County of Los Angeles, the Housing Authority of the County of Los Angeles (HA) and the County of Los Angeles (County) share concerns of Operating Agencies facing the current high cost of insurance when funds are so urgently needed to meet other costs. Insurance, however, provides the only means by which an Operating Agency can insure its continuance, and meet its obligations to the community. It is also the only method by which the CDC, the HA and the County can protect themselves from contingent exposure to claims resulting from their operations. Prior to the Operating Agency receiving funds, the CDC or the HA will review the activities of the Operating Agency. Those Operating Agencies whose activities present no meaningful exposure to the CDC, the HA and the County may have certain insurance coverages waived by the CDC Risk Management Administrator upon the written request of the Operating Agency.

Prior to the execution of this contract, Operating Agencies must provide evidence that all insurance requirements have been met. Evidence of said insurance consisting of **Certificates of Insurance** and original endorsements as required, having been reviewed and approved as being sufficient by the CDC. Exceptions will be handled on a case by case basis.

In the event of any lapse of required insurance coverage during the term of this Contract, no funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of **Certificates of Insurance** and original endorsements as required, have been reviewed and approved as being sufficient by the CDC. Failure to maintain proper insurance coverage will be cause for termination of said Contract.

INDEMNIFICATION:

Operating Agencies shall indemnify, defend and hold harmless the CDC, the HA, the County, and their appointed officials, employees, agents or volunteers ("Covered Entities") from and against any an all liability, including but not limited to demands, claim actions, fees, costs and expenses (including attorney and expert witness fees); arising from or connected with Operating Agency Acts and/or omissions arising from and/or relating to this agreement.

Without limiting its indemnification of the "Covered Entities", each Operating Agency shall be required, if funded, to provide the following insurance or evidence of formal self-insurance to meet contract requirements:

1. **GENERAL LIABILITY INSURANCE**, (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: **General Aggregate: \$1,000,000; Products/Completed Aggregate: \$1,000,000; Personal and Advertising Injury \$1,000,000; Each Occurrence: \$1,000,000.** Higher limits may be required depending on the type of services provided. This protects an Operating Agency against claims for injury or property damage brought by members of the public as a result of the Operating Agency's activities. It is not now uncommon for a jury to award \$1

million in judgments for successful claims, and regardless of the outcome, defense costs can be enormous. **General Liability Insurance** should pay the jury award and costs, thereby protecting the Operating Agency's assets and insuring its continuance. The CDC cannot endorse Operating Agencies which are not financially responsible. It is in the best interests of the community for the CDC to maintain insurance and encourage the continuance of the services provided by the Operating Agency. In cases where the activities for the Operating Agency present no meaningful **General Liability exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive this coverage upon the written request of the Operating Agency.

General Liability forms also exclude claims arising from the use of automobiles, and separate coverage is required.

2. **AUTOMOBILE LIABILITY INSURANCE:** Written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$1 million** for each incident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto". An Operating Agency should insure automobiles which they own. It should also be noted, however, that an Operating Agency can be held responsible for claims arising from its use of automobiles owned by volunteers, employees or contractors when conducting organization business. For this exposure, non-owned automobile liability coverage is required. This can be purchased in conjunction with most General Liability policies at a small additional premium. In cases where the funds for the activities given to the Operating Agencies presents no meaningful **Automobile Liability Exposure** to the "Covered Entities", the CDC Risk Management Administrator may waive coverage upon the written request of the Operating Agency.

3. **ADDITIONAL GENERAL LIABILITY COVERAGE REQUIREMENTS:**

General liability and automobile liability policies shall be endorsed to the contain the following provisions:

- A. The "Covered Entities" are to be covered **as additional named insureds by endorsement** with respect to liability arising out of activities performed by or on behalf of the Operating Agency, including products and completed operations, premises owned, leased, or used, and automobiles owned, leased, hired, or borrowed.
- B. The insurance coverage shall be primary insurance with respect to the "Covered Entities". Any insurance or self-insurance maintained by the "Covered Entities" shall be in excess of the insurance and shall not contribute to it.*
- C. Coverage shall state that the insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE:**
Provide workers' compensation benefits as required by the Labor Code of the State of California, and in all cases, this insurance shall include Employers' Liability coverage Limits of not less than the following: **Each Accident: \$1,000,000; Disease policy limit: \$1,000,000 and Disease-each employee: \$1,000,000.** Even if an Operating Agency has no regular employees, it can be held responsible for the payment of **workers' compensation benefits** to contractors or volunteers who can show that they are being recompensed for their services in some way by the Operating Agency. Basic coverage is almost always necessary to protect an Operating Agency and to insure compliance with the State Labor Code.
5. **BLANKET DISHONESTY BOND: Coverage for the total amount of the grant.**
This is required to safeguard federal funds held or used by the Operating Agency. Incidents have occurred in the past where federal funds have been stolen or embezzled by an Operating Agency employee, and the Operating Agency has been financially unable to recover the loss.
6. **PROFESSIONAL LIABILITY INSURANCE:** If applicable, in an amount of **not less than \$1,000,000 aggregate** combined single limit, unless this requirement has been waived in writing. This extends coverage claims arising from negligent professional activities such as medical treatments, psychiatric or financial counseling, etc. These exposures are excluded under the general liability form. In cases where the activities for the Operating Agency present no meaningful professional exposure, CDC Risk Management may waive compliance with this contract provision.
7. **PROPERTY COVERAGE:** If applicable, and if, under the terms of Contract, the Operating Agency will have possession of, rent, lease or be loaned County-owned real or personal property, the Operating Agency may be required to insure the property for replacement cost against fire and extended coverage perils including vandalism and malicious mischief.

NOTICE OF CANCELLATION

Except for non-payment of premium, each insurance policy shall be endorsed to state that the coverage shall not be suspended, voided, or canceled by either party or reduced in coverage except after thirty (30) days prior written notice has been given to the CDC.

SELF-INSURANCE

Where agencies are totally self-insured for any of the coverages required, or where deductibles or self-insured retentions exceed the limits of coverage required, evidence of a formal funded program of self-insurance will be accepted in lieu of commercial insurance. The agencies shall fully protect the "Covered Entities" in the same manner as their interest would have been protected had commercial insurance been in effect.

ACCEPTABLE INSURANCE CARRIERS

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California, or carriers with a rating equivalent to, A: VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the CDC.

As previously stated, in the event of any lapse of required insurance coverage during the term of this contract, no funds will be advanced, reimbursed, or disbursed until all insurance requirements have been met and evidence of said insurance consisting of Certificates of Insurance and original endorsements as required, have been reviewed and approved as being sufficient by the Community Development Commission of the County of Los Angeles. Failure to maintain proper insurance coverage will be cause for termination of said Contract.

F:/HOME/TEAMFORM/InsReqsREV.0401ExhibitB.3Contractsequaltoormorethan\$500,000